

PILLSBURY WINTHROP SHAW PITTMAN LLP
BLAINE I. GREEN (SBN 193028)
blaine.green@pillsburylaw.com
DUSTIN CHASE-WOODS (SBN 318628)
dustin.chasewoods@pillsburylaw.com
Four Embarcadero Center, 22nd Floor
San Francisco, CA 94111-5998
Telephone: 415.983.1000
Facsimile: 415.983.1200

LAWYERS' COMMITTEE FOR CIVIL RIGHTS
OF THE SAN FRANCISCO BAY AREA
JORDAN WELLS (SBN 326491)
jwells@lccrsf.org
VICTORIA PETTY (SBN 338689)
vpetty@lccrsf.org
131 Steuart Street #400
San Francisco, CA 94105
Telephone: 415.814.7631

Attorneys for Plaintiffs Eduardo I.T.; Edwin E.I.I.;
Ignacio P.G.; Leonel Y.P.G., a minor child; Benjamin
J.R.; and William A.J.M.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

EDUARDO I.T., EDWIN E.I.I., Ignacio P.G.,
Leonel Y.P.G., a minor child, Benjamin J.R., and
William A.J.M.,

Plaintiffs,

vs.

UNITED STATES OF AMERICA,

Defendant.

Case No. 4:22-cv-05333-DMR

**[UNOPPOSED] MOTION TO APPROVE
SETTLEMENT INVOLVING CLAIMS
OF A MINOR**

Honorable Donna M. Ryu

Trial Date: March 5, 2025

I. INTRODUCTION

Leonel Y.P.G., a minor child, and his father, Ignacio P.G. (“P.G. Plaintiffs”), filed an action against the United States under the Federal Tort Claims Act (“FTCA”), seeking damages for the harms they suffered as a result of the federal government’s family separation policy when they entered the country in 2018. The United States has stipulated to a compromise settlement release of all claims.

Pursuant to Fed. R. Civ. P. 17, the P.G. Plaintiffs move this Court for approval of the proposed settlement on behalf of the minor plaintiff, Leonel Y.P.G. Defendant has been notified of this motion and does not oppose the relief sought herein.

II. BACKGROUND OF MINOR’S CLAIMS¹

Plaintiff Leonel Y.P.G. was six years old when he fled Guatemala with his father, Ignacio P.G., to seek asylum in the United States. Dkt. 68, Compl. at ¶ 105. They entered the United States on or about May 18, 2018, near San Luis, Arizona. *Id.* at ¶ 106. Shortly after they crossed the border, they encountered U.S. Customs and Border Protection (CBP) officers who apprehended them and took them to a CBP facility in Yuma, Arizona known as “hielera,” or “ice box,” because of its frigid temperatures. *Id.* at ¶¶ 107-08.

After waiting for what felt like hours, CBP officers presented Ignacio with papers to sign in Spanish, a language he did not understand or read well enough to understand the documents. *Id.* at ¶ 108. No one explained the documents to him or provided him with an interpretation, but he felt pressure to sign, so he did. *Id.* After about an hour, Ignacio and Leonel were sent to cells in separate rooms. *Id.* at ¶ 109.

The next morning, the CBP agents told Ignacio that they would be taking Leonel away and that he needed to come tell Leonel not to cry. *Id.* at ¶ 111. Ignacio tried to voice his concern to the agents, explaining that Leonel was too small, that he did not speak Spanish, and that he would not be able to communicate without his father, but the agents told him that Leonel would be taken to another state. *Id.* Ignacio explained to Leonel that the agents were taking Leonel away, and both father and son cried as Leonel was taken away. *Id.* Unbeknownst to Ignacio and Leonel, Leonel was detained in Office of

¹ This section is based on the allegations as pled in the Complaint. *See generally* Dkt. 68.

1 Refugee Resettlement (ORR) custody in Harlingen, Texas. *Id.* at ¶ 121.

2 Leonel did not see his father until nearly two months later and when reunited, neither father nor
3 son recognized the other due to the abysmal conditions they both faced. *Id.* at ¶ 122. Following his
4 detention, Leonel was malnourished, depressed, filthy, and had a head full of lice. *Id.* Even following
5 reunification with his father, Leonel experienced issues with sleeping, depression, and his appetite. *Id.* at
6 ¶ 125.

7 The separation of Ignacio and Leonel was carried out pursuant to the Department of Justice's
8 Zero Tolerance policy, devised to deter Central American asylum seekers at the border through
9 systematic family separation. *Id.* at ¶ 44. Under that policy, immigration officials would separate the
10 parent from the child and then designate the child an "unaccompanied minor," detaining the minor in
11 HHS facilities far away from where their parents were being held. *Id.*

12 III. LEGAL BACKGROUND

13 “District courts have a special duty, derived from Federal Rule of Civil Procedure 17(c), to
14 safeguard the interests of litigants who are minors.” *Robidoux v. Rosengren*, 638 F.3d 1177, 1181 (9th
15 Cir. 2011). “In the context of proposed settlements in suits involving minor plaintiffs, this special duty
16 requires a district court to ‘conduct its own inquiry to determine whether the settlement serves the best
17 interests of the minor.’” *Id.* (quoting *Dacanay v. Mendoza*, 573 F.2d 1075, 1080 (9th Cir. 1978)). Upon
18 a showing that “the net recovery to each minor plaintiff is fair and reasonable in light of their claims and
19 average recovery in similar cases, the district court should approve the settlement as proposed by the
20 parties.” *Id.* at 1182.

21 IV. SETTLEMENT OFFER

22 On September 20, 2022, the P.G. Plaintiffs jointly filed this action (alongside similarly-situated
23 Plaintiffs) for damages under the FTCA because their claims involve the same set of facts. Dkt. 68.
24 Specifically, they alleged that Defendant’s conduct constituted torts of intentional infliction of emotional
25 distress, negligence, abuse of process, negligent supervision/breach of fiduciary duty, loss of
26 consortium, and intentional interference with custodial relations. Dkt. 68, Compl. at ¶¶ 186-210. The
27 P.G. Plaintiffs sought damages for the severe harm they both suffered as a result of their unlawful
28 separation. Dkt. 68.

Following filing, Defendant moved to transfer venue or alternatively to dismiss Plaintiffs' case. Dkt. 17. On February 24, 2023, the Court denied Defendant's motion. Dkt. 30 (Order amended Feb. 27, 2023, Dkt. 31). The parties subsequently agreed to a scheduling order and began discovery in June 2023. Dkt. 46. Following settlement discussions, the Court granted a joint request to vacate all deadlines and stay this action as to the P.G. Plaintiffs.² Dkt. 75.

While the United States does not admit liability, Defendant has offered to settle the P.G. Plaintiffs' claims, and the parties reached an agreement to a proposed settlement in August 2024. *See* Declaration of Dustin Chase-Woods ("Chase-Woods Decl.") filed herewith, Exhibit A thereto (proposed settlement terms). Under the proposed settlement, the United States will settle and compromise all of the P.G. Plaintiffs' claims for a total of \$270,000, paid into Pillsbury's IOLTA, which Pillsbury will promptly split equally between the P.G. Plaintiffs (i.e., Leonel Y.P.G. will receive \$135,000). *Id.* at ¶ 3; *see also* Chase-Woods Decl., ¶ 4.

The settlement is fair, reasonable, and in the best interests of Leonel Y.P.G.. *See* Chase-Woods Decl. at ¶¶ 5-7; *see also A.I.I.L. et al. v. United States*, Civil Action No. 19-cv-00481-TUC-JCH (D. Ariz.), Dkt. 133, 134 (approving lower settlement amounts for similarly situated plaintiffs separated at the southern border).

V. FEES AND COSTS

Although the proposed settlement limits any attorneys' fees owed by the P.G. Plaintiffs relating to this matter to a maximum of 25% of the settlement amount (consistent with 28 U.S.C. § 2678) (*see* Chase-Woods Decl., Ex. A at ¶ 3.d.), Plaintiffs' counsel will not be taking any part of the settlement amount, either as fees or reimbursement for costs. Chase-Woods Decl., ¶ 8.

VI. APPLICATION OF PROCEEDS

Ignacio P.G., who has been appointed *guardian ad litem* for his son Leonel Y.P.G. (*see* Dkt. 21), is in agreement with the settlement to avoid further litigation that would require Ignacio and Leonel to relive their separation and result in the re-traumatization of Leonel and himself; therefore, Ignacio believes the settlement is in the best interest of Leonel. Chase-Woods Decl., ¶ 6.

² The Court granted a similar stay for the other plaintiffs on June 6, 2024. Dkt. 77.

1 It is proposed that settlement funds owed to Leonel (\$135,000) be placed into a blocked, interest-
2 bearing account belonging solely to Leonel, which, pursuant to this Court's order, he will be able to
3 access upon his eighteenth birthday. *Id.* at ¶ 9. Pillsbury will arrange to set up the account once the
4 settlement funds are received into its IOLTA. *Id.*

5 **VII. REQUEST FOR APPROVAL OF SETTLEMENT**

6 Based on all of the foregoing, Plaintiffs request that the Court enter an order as follows:

- 7 1. Approving the settlement offer set forth above;
8 2. Directing disbursement of settlement funds as set forth above; and
9 3. Providing further relief as the Court may deem just and proper.

10
11 Dated: September 10, 2024

Respectfully submitted,

12 PILLSBURY WINTHROP SHAW PITTMAN LLP

13 /s/ Dustin Chase-Woods

14 Blaine I. Green

Dustin Chase-Woods

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16 LAWYERS' COMMITTEE FOR CIVIL RIGHTS OF
THE SAN FRANCISCO BAY AREA

17 Jordan Wells

Victoria Petty

18 *Counsel for Plaintiffs*
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